

matters, these payments and credits, and asking an allowance therefor, and praying the execution of the agreement aforesaid on the part of Hall. A commission was issued and testimony taken, chiefly in reference to the credits claimed by Purnell—the nature of which credits and evidence will fully appear in the opinion of the Chancellor.

By an agreement filed on the 27th of March, 1851, all objection to the jurisdiction of the court was waived, and it was agreed, that Hall was bound by all parts of the agreement between Purnell and Crawford, in the same manner as Crawford was bound; and, further, that both cases should be treated as cases for the specific performance of said agreement, and be decreed upon accordingly.]

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THE CHANCELLOR:

These cases have been argued together, and are now to be treated, according to an agreement of the parties filed on the 27th inst. as bills by the respective complainants, for the specific execution of the contract of the 13th of December, 1837, between William Crawford, Jr. and the defendant in the case first above mentioned.

Washington Hall, the complainant in that case, having purchased the property mentioned in the agreement, from Crawford, and subject thereto, is, according to the concession of the parties and by the terms of the deed from Crawford to him, bound by all the terms and stipulations of said agreement, to the same extent as Crawford was bound.

By the agreement in question, Crawford sold to Purnell, and Purnell purchased of Crawford, a piece of property in Cecil county, called the "Mill Property," with about one hundred and forty acres of land attached, for the sum of \$5,500, of which \$2000 were to be paid, and were, in fact, paid at the time; and \$3,500 at stipulated periods thereafter, to wit: \$1,750 on or before the 25th of March, 1839, with interest from the date of the contract, and the remaining \$1,750 on or before the 25th of March, 1840, with interest as aforesaid.

And Crawford, on his part stipulated, to convey the proper-